

Rec. 80-23

OFFICE OF

NAVAJO COUNTY ATTORNEY

NAVAJO COUNTY GOVERNMENTAL CENTER
HOLBROOK, ARIZONA 86025
TELEPHONE (602) 524-6161

JAY V. FLAKE
COUNTY ATTORNEY
WARNER G. LEPPIN
CHIEF DEPUTY

THOMAS L. WING
DEPUTY
DALE K. PATTON, JR.
DEPUTY
MICHELLE O'HAIR
DEPUTY
BRET H. HUGGINS
DEPUTY

TO: BOARD OF SUPERVISORS

FROM: NAVAJO COUNTY ATTORNEY'S OFFICE, Dale K. Patton, Jr.,
Deputy County Attorney

RE: LIBRARY CONTRACT
ATTORNEY GENERAL CONTRACT NO. 7203

DATE: September 20, 1983

The Navajo County Attorney's Office has reviewed the above referenced contract and has found that it is in proper form and it is within the powers and authorities granted to the County to enter into such contract.

want another #

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Rev. 203

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DATE: September 20, 1983

The Navajo County Attorney's Office has reviewed the above referenced contract and has found that it is in proper form and it is within the powers and authorities granted to the County to enter into such contract.

Sold

9/28/83

DM

RESOLUTION - 80-82

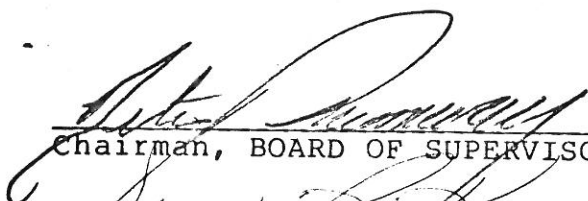
Resolution No. 80 a resolution of the Navajo County Board of Supervisors authorizing execution of Attorney General Contract No. 7203. The Board of Supervisors of Navajo County has authority to enter into an intergovernmental agreement pursuant to A.R.S. 11-952 with the State of Arizona and

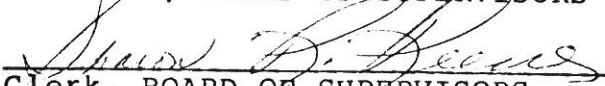
WHEREAS the County has the authority pursuant to A.R.S. 11-251 and A.R.S. 11-909; and

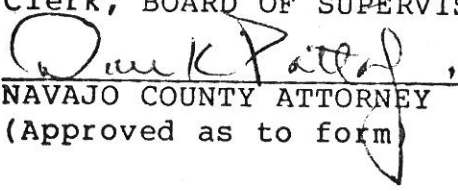
WHEREAS the Navajo County Attorney's Office has reviewed the Attorney General Contract No's. 7203.

BE IT THEREFORE RESOLVED that the county librarian, Laura Massie is authorized to execute said agreement in the name of the county.

PASSED AND ADOPTED this 27th day of September, 1983.


Chairman, BOARD OF SUPERVISORS


Clerk, BOARD OF SUPERVISORS


NAVAJO COUNTY ATTORNEY
(Approved as to form)



DEPARTMENT OF LIBRARY, ARCHIVES AND PUBLIC RECORDS

STATE OF ARIZONA

3RD FLOOR CAPITOL
1700 W. WASHINGTON
PHOENIX, ARIZONA 85007
PHONE: (602) 255-4035

SHARON G. WOMACK
DIRECTOR
ARLENE BANSAL
DEPUTY DIRECTOR

July 27, 1983

Laura Massie
Navajo County Library for Whiteriver Public Library
420 West Gilmore
Winslow, AZ 86407

Dear Ms. Massie:

The project agreement for your 1983 LSCA Grant is being returned to you in order that you may submit it to the attorney for your agency who can complete the legal requirements for an intergovernmental agreement. Although this step has not been required on previous contracts, we are endeavoring to comply with a recent request from the Attorney General's Office. The attorney may sign off on a separate piece of paper attached to the agreement. In the future there will be a space on the agreement for your attorney's signoff.

The statute, A.R.S. § 11-952 (see attachment), requires that every intergovernmental agreement, of which this LSCA Project Agreement is one, must before it is signed by you, be submitted to the attorney for your public agency, board or commission "...who shall determine whether the said agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency, board or commission." The attorney should cite the authority in the blank in the first paragraph on the agreement form. This authority may be a statute, ordinance or resolution of the City Council or Board of Supervisors or other governing board. If it is a resolution, the resolution number and/or date should be put in the blank provided and a copy attached on this agreement.

If your attorney has any questions about this procedure, he may wish to call Assistant Attorney General Virginia Whitehead at 255-1628.

Thank you for your cooperation.

Sincerely yours,

Sharon G. Womack
Director

Enclosures

**DEPARTMENT OF LIBRARY, ARCHIVES AND PUBLIC RECORDS
LIBRARY SERVICES AND CONSTRUCTION ACT
PROJECT AGREEMENT**

This agreement is made and executed by and between the State of Arizona Department of Library, Archives and Public Records, ("Department"), acting under authority of A.R.S. §§ 11-952, 41-1336.A and B and §§ 41-1337.B.4 and 6, and the Navajo County Library for Whiteriver Public Library, acting under authority of Resolution # 80 ("Library"). The parties intend that the Library administer certain functions, hereinafter described, as part of the required State Plan which has been developed by the Department under Title I of the Library Services and Construction Act, as amended, P.L. 91-600.

The parties agree that the Library will:

- 1) Spend the monies allocated under this agreement only for the following project: Grant # 82/83-I-III-a3, Whiteriver Indian Library Improvement Grant.
- 2) Submit brief descriptive progress reports as requested by the Department, and a detailed description and evaluation report upon completion of the project.
- 3) Maintain a record of all expenditures made on the project, which record shall be available to Department upon request, and, upon completion of the project, submit an annual report of expenditures, properly certified, to the Department.
- 4) Include the following acknowledgement in all publications, publicity or presentations on any project funded wholly or in part by Library Services and Construction Act:

This project was funded wholly or in part by the Library Services and Construction Act as administered by the Arizona Department of Library, Archives and Public Records.

- 5) Disposition of any property acquired under this grant will be in accordance with federal regulations as interpreted by the Department.
- 6) Comply with all Federal and State statutes, rules, regulations and executive orders applicable to this grant.

The parties further agree that this project will be administered by the Department, and that such administration will consist of:

- 1) Giving the Library \$ 6,000 for the above-described project.
- 2) Assuming responsibility for accounting and reporting to the federal government.
- 3) Rendering assistance as may be needed to insure success of the project.

The parties further agree that:

- 1) The term of this agreement ends on 6-30-84, except that upon written request of the Library and written approval of the Department, the agreement may be extended for a term not to exceed twelve months.

- 2) This agreement is subject to termination under A.R.S. § 38-511.
- 3) This agreement may be terminated under 34 CFR § 74.
- 4) This agreement is not effective until filed with the Secretary of State.

In Witness Whereof, the Department and the Library have caused this agreement to be executed.

Sharon S. Wroch
(Department)

Roxanne Whipple Memorial/
Navajo County Library
(for Whiteriver Public Library)
(Library)

Director
Department of Library,
Archives and Public Records

Laura Massie, Director
Laura Massie, Director
(Title)

July 8, 1983

(Date)

(Date)

Pursuant to A.R.S. § 11-952, the undersigned Assistant Attorney General has determined that the foregoing agreement, Attorney General Contract No. _____, is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Department of Library, Archives and Public Records.

ROBERT K. CORBIN, ATTORNEY GENERAL
BY:

Charleen H. Bell
Assistant Attorney General

This 12 day of July, 1983.

FILED IN THE OFFICE OF THE SECRETARY OF STATE

This _____ day of _____, 19____, and numbered _____.

ARIZONA
REVISED STATUTES
ANNOTATED

Cumulative Pocket Part

For Use In 1982-1983

Replacing prior Pocket Part in this volume

Volume 3

Titles 9 to 11

Including Legislation Enacted Through The Second
Regular And The Fourth Through Seventh Special
Sessions Of The Thirty-Fifth Legislature
(1981 and 1982)

ST. PAUL, MINN.

WEST PUBLISHING CO.

ENTERED
SECOND CLASS

3

LIBRARY
OCT 19 1982

odies; prohibitions; agreement

to property as to which county and states were negotiating a lease of the in the United States to county for s, constituted a cooperative agree- establishment of a public park within of authorizing statute, and such co- cernment was not the same as a lease for separate authorizing statute. *Pi- rest Co. v. Kirk* (App.1979), 121 Ariz. 1996.

rsuant to this article is guilty of

ences

ion of offenses, see § 13-601 et seq.
§ 13-801 et seq.
of imprisonment, see § 13-701 et seq.

POWERS

gas pipelines, intergovernmental con- sult exercise of powers agreement, see

entry, intergovernmental agreements ng states, see § 28-113.
strict service programs, agreements or cepted, see § 15-365.

gency" shall include the federal in tribe, this state, an adjoining of this state or an adjoining state orations, and any other political

gement program eligible for full feder- tion under the Resource Conservation ry Act of 1976, 42 U.S.C.A. §§ 6901, and 6926. *Op. Atty. Gen. No. 179-42*, on of a private organization as a local ty cannot cause the entity to become a mental unit for purposes of this sec- g "public agency" for purposes of joint powers between the public agencies, n. No. 170-10.

of government
nt of economic security could enter tract with a council of government not incorporated as long as the depart- arying out its authorized responsibil-

ities and the council was otherwise authorized to enter into such a contract which would be enforceable against the council. *Op. Atty. Gen. No. R75-244*, p. 115, 1975-76.

Council of government does not qualify as a governmental agency under this section relating to intergovernmental agreements and contracts so as to exclude it from the provisions of § 41-1051 et

seq. relating to contracts for outside professional services. *Id.*

2. Delegation of authority

A public agency could delegate its authority to enter into intergovernmental agreements only when it is authorized by statute, charter, or other governing law to otherwise delegate its discretion- ary power to contract. *Op. Atty. Gen. No. 180-92*.

§ 11-952. Intergovernmental agreements and contracts

A. If authorized by their legislative or other governing bodies, two or more public agencies by direct contract or agreement may contract for services, or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action, except that if two or more school districts arrange to become contracting parties under the terms of this section, such contract shall first be approved by the state board of education.

B. Any such contract or agreement shall specify the following:

1. Its duration.
2. Its purpose or purposes.
3. The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget therefor.
4. The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination.
5. Any other necessary and proper matters.

C. No agreement made pursuant to this article shall relieve any public agency of any obligation or responsibility imposed upon it by law.

D. Every agreement or contract involving any public agency, board or commission made pursuant to this article shall, prior to its execution, be submitted to the attorney for each such public agency, board or commission, who shall determine whether the said agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency, board or commission.

E. Any agreement or contract submitted to the attorney general shall be filed with the secretary of state and shall become effective on the date provided in the agreement, but in no event prior to the date it is filed with the secretary of state. The secretary of state shall prepare a cross-index of the names of all public agencies who coordinate with the attorney general and secretary of state and file an agreement under this section.

F. Any agreement or contract submitted to an attorney other than the attorney general shall be filed with the secretary of state if the agreement affects more than one county and shall be filed with the county recorder if only one county is affected and shall become effective on the date provided in the agreement but in no event prior to the date it is filed with the proper officer.

G. Appropriate action by ordinance, resolution or otherwise pursuant to the laws applicable to the governing bodies of the participating agencies approving or extending the duration of the agreement or contract shall be necessary before any such agreement, contract or extension may be filed or become effective.

H. If a school district is a party to an agreement made pursuant to subsection A, the parties to such agreement may extend the duration of the agreement by notification to the proper officer with whom the agreement is filed pursuant to subsection E or F and the state board of education. Such agreement may be extended as many times as is desirable, but each extension may not exceed the duration of the previous agreement.

Amended by Laws 1979, Ch. 119, § 1, eff. Apr. 21, 1980.

Cross References

Cancellation of state contracts, see § 41-1051.
costs, public officers and employees, see § 15-342.
Intergovernmental agreements and contracts,

Local government and local government information, see § 5-107.01.

School districts and other governing bodies, see § 15-342.

Public transportation services, contracts and agreements, see § 40-1152.

Real estate department and public safety department, see § 32-2181.

School lunch program agreements, exemption, see § 15-1152.

Special education programs, intergovernmental agreements, see §§ 15-764 and 15-765.

Supplementary Index to Notes

- Council of government 2
- Counsel 3
- Delegation of authority 1.5
- Education 5
- Grants 4
- Hazardous waste 7
- Land 6

1.5. Delegation of authority

A public agency could delegate its authority to enter into intergovernmental agreements only when it is authorized by statute, charter, or other governing law to otherwise delegate its discretionary power to contract. Op. Atty. Gen. No. 180-92.

2. Council of government

Council of government does not qualify as a governmental agency under § 11-951 relating to intergovernmental agreements and contracts so as to exclude it from the provisions of § 41-1051 et seq. relating to contracts for outside professional services. Op. Atty. Gen. No. R75-244, p. 115, 1975-76.

Department of economic security could enter into a contract with a council of government which was not incorporated as long as the department was carrying out its authorized responsibilities and the council was otherwise authorized to enter into such a contract which would be enforceable against the council. Id.

3. Counsel

County board of supervisors cannot require it to employ civil counsel to render general legal advice in place of the county attorney, and board of supervisors to select other counsel to handle matters likely to result in litigation is subject to concurrence by the county attorney. Op. Atty. Gen. No. 77-80, p. 154, 1976-77.

§ 11-954. Limitation of powers

Index to Notes

- Delegation of authority 2
- Hazardous waste 1

1. Hazardous waste

Department of health services has sufficient statutory authority to implement a hazardous waste management program eligible for full federal-

4. Grants

School districts may participate in projects funded by land and water conservation grants and administered by the Arizona outdoor recreation coordinating commission if the grant recipient is a city, town or county which will provide matching funds and enter into a corresponding intergovernmental agreement with the school district. Op. Atty. Gen. No. 78-16.

5. Education

Any school district participating in the state purchasing program with the division of finance of the Arizona department of administration must fulfill all duties imposed on parties entering into intergovernmental agreements pursuant to § 11-951 et seq. Op. Atty. Gen. No. 179-79.

Joint pooling efforts by several school districts for the payment of their employees' health care costs may be implemented only through an intergovernmental agreement approved by the appropriate state and local authorities. Op. Atty. Gen. No. 78-198.

Two or more school districts, in furtherance of their respective special education programs and with approval of the state board of education, could jointly purchase land through an intergovernmental agreement if the conditions outlined in this section and §§ 15-442 (general powers and duties of school district board of trustees), and 15-1015 (powers of the governing board of a school district or county) are met. Op. Atty. Gen. No. 78-194.

School district could contract with another district to provide special educational services for a handicapped student, but district in which student resides would have to pay his necessary room and board expenses while enrolled in a non-residential program in the other district. Op. Atty. Gen. No. 78-160.

6. Land

State land department did not have to enter into cooperative agreements with municipalities covering land within the municipal boundaries, but, if a department entered into such agreements, state forester would have to protect the lands within the municipal boundaries pursuant to the agreements. Op. Atty. Gen. No. 178-172.

7. Hazardous waste

Department of health services has sufficient statutory authority to implement a hazardous waste management program eligible for full federal authorization under the Resource Conservation and Recovery Act of 1976, 42 U.S.C.A. §§ 6901, 6903, 6924, and 6926. Op. Atty. Gen. No. 179-42.

Department of health services has sufficient statutory authority to implement a hazardous waste management program eligible for full federal authorization under the Resource Conservation and Recovery Act of 1976, 42 U.S.C.A. §§ 6901, 6903, 6924, and 6926. Op. Atty. Gen. No. 179-42.

2. Delegation of authority

A public agency could delegate its authority to enter into intergovernmental agreements only when it is authorized by statute, charter, or other governing law to otherwise delegate its discretionary power to contract. Op. Atty. Gen. No. 180-92.



DEPARTMENT OF LIBRARY, ARCHIVES AND PUBLIC RECORDS

LIBRARY EXTENSION SERVICE
2219 SOUTH 48TH ST. SUITE D
TEMPE, ARIZONA 85282
PHONE: (602) 255-5841

STATE OF ARIZONA

SHARON G. WOMACK
ACTING DIRECTOR
EDITH M. HART
EXTENSION LIBRARIAN

Grant Application Cover Sheet

Arizona State Library Use Only:	
Received	_____
Grant No.	_____

Agency Whiteriver Public Library County Navajo
Address P.O. Box 370 Whiteriver Arizona 85941
(P.O. Box or Street) (City) (Zip Code)
Title of Project Indian Library Improvement Grant
Project Category Minority Services

If JOINT APPLICATION, legal names and addresses of agencies and/or system applying other than above:

Submitted for FY 1983-1984
Project Administrator Laura Massie
Project Director Nelson R. Zimmermann
New Project ☐ Continuing Project ☒
If a continued project please indicate
last FY grant No. _____
Project Duration (months) 12

BUDGET:

Salaries/Wages	\$ _____
Books/Periodicals	\$ <u>6000.00</u>
AV Materials	\$ _____
Equipment	\$ _____
Contract Services	\$ _____
Other Operations	\$ _____
TOTAL	\$ <u>6000.00</u>

ABSTRACT (limit 300 words): The Whiteriver Public Library Improvement Grant seeks to fund additions to these collections of our library: The adult fiction and biography collections and the 400 and 500 non-fiction sections. Our library serves a population of 8,000 mostly Indian. Our grant will try to improve services to the reservation by making more of the books requested by our patrons available locally.

BACKGROUND AND NEEDS

This proposal requests LSCA funding for one year and seeks to improve services to a minority population.

The Whiteriver Public Library is the central public library serving the larger population centers of the Fort Apache Reservation in eastern Arizona. Financially, the library is an agency of the White Mountain Apache Tribe which pays the salary of the librarian, provides the building, and a maintenance budget for other purposes. Recent budget problems within the Tribe have resulted in a significant reduction in the budget allotted to the library. The library is operated by one full-time librarian, a student aide provided through the tribal J.O.M. program, and a board of directors who volunteer their time.

The Whiteriver Public Library serves a population that is basically rural. Of the small towns and residential areas served, the largest is Whiteriver with a population of 3,434. The remainder of the area adds approximately 4,600 to the total population. Economically the major problem continues to be the high rate of unemployment. The newest available statistics (1981) fix the unemployment rate at 34%. Tribal planners estimate that the actual figure is considerably higher than this because of a reduction in tribal employment and other lay-offs in 1982.

Because of the rural nature of the community the library continues to fill a major role as a source of recreational reading materials. The library is in need of additional funding to bring our fiction and biographical collections up-to-date. We also believe that strengthening these collections will help us reduce the unfavorable balance that we now have in the inter library loan system. At the present time we are making eight requests to other libraries for each request that is made to this library.

Two other areas in which new books are needed are the 400 and 500 non-fiction sections. Books on mathematics, science, language and new technology will help us serve the local high school and college community more effectively.

OVERALL PLAN

The overall plan is to update several of the adult sections of the library to better serve our patrons. This proposal seeks funds for new adult fiction books and biographies, and for books in the 400 and 500 sections of the library.

Weeding will take place upon approval of this grant and with the help of the staff of the Navajo County Library these books will be added to the library collection as soon as possible.

The addition of books in these areas will improve local service to patrons without such frequent recourse to inter library loan.

PROJECT DIRECTOR

The director for this project will be Nelson R. Zimmermann. Mr. Zimmermann is the head librarian at the Whiteriver Public Library. He has served as librarian in Whiteriver for two years.

The financial director is Ms. Laura Massie who is the Director of the Navajo County Library in Winslow, Arizona. Ms. Massie has been at this post for two years.

EVALUATION

Evaluation of our new materials will be accomplished by the librarian keeping records of the circulation of our new books. We would like to see about 75% of the new titles being used, either in-house or in general circulation.

The librarian will keep monthly figures of the circulation of the new books and make comparisons with circulation statistics from past years. We would look for approximately a 25% increase in circulation in the collections being upgraded.

We would also judge the effectiveness of the program by comparing Inter Library Loan use with past years. The goal here would be a significant improvement in the ratio of requests received to requests sent to other libraries.

BUDGET SHEET

☐ State Grant-in-Aid
☒ LSCA Federal Grant

Library Whiteriver Public Library
Project Indian Library Improvement Grant

Grant Request		Local Share (if any)	COMMENTS
Item	Amount		
Adult fiction books--200 volumes at \$10.00 per volume	\$2000.00		
Biographies--200 volumes at \$10.00 per volume	\$2000.00		
Books in the 400 section--65 volumes at \$15.00 per volume	\$1000.00		
Books in the 500 section--65 volumes at \$15.00 per volume	\$1000.00		
TOTALS	\$6000.00		

IN MAKING THE ABOVE REQUEST IT IS UNDERSTOOD THAT FUNDS WILL BE EXPENDED
IN THE FULL INTENT OF THE OUTLINE PROGRAM IN BOTH TIME AND PURPOSE.

Signature Walter J. [illegible] Date 3/1/83

Form to Accompany Proposal

Library or Agency Whiteriver Public Library County Navajo
Project Title Whiteriver Community Library--Indian Library Improvement
LSCA Project Category Minority Services Amount \$6000.00
Project Director Nelson R. Zimmermann Phone 338-3884
Financial Agent Laura Massie Phone 289-4982

1. Project duration: Twelve months
2. Overall goals: To add new books to our adult fiction section, our biography collection, and the 400 and 500 non-fiction sections.
3. Target population (indicate number):

<u> </u>	Urban
<u> </u>	Suburban
<u>8034</u>	Rural
4. Number of people served by the project:
5. Type of people served (indicate number):

<u>N/A</u>	Economically disadvantaged	<u>5-10</u>	Physically handicapped
<u>7541</u>	Limited English Speaking	Please give number of blind	
<u>8034</u>	General Public	participating	<u>0</u>
6. Age group (give number in target population):

<u>335</u>	0-4	Preschool	<u>3023</u>	25-64	Working
<u>2666</u>	5-13	Children	<u>260</u>	65+	Aged
<u>1750</u>	14-24	Youth			
7. Target area served (identify by name):
Type Whiteriver and other rural communities Population 8034
8. Ethnic Groups served (indicate number):

<u>7541</u>	Native American	<u> </u>	Spanish Speaking
<u> </u>	Oriental	<u> </u>	Other
<u>13</u>	Black	<u>8034</u>	Total
<u>480</u>	White		
9. Names of libraries and/or agencies served by project: Whiteriver Public Library--Serving Whiteriver, Cedar Creek, East Fork, Seven Mile, Canyon Day, Carrizo, McNary, and Ft. Apache.

Applicant Whiteriver Public Library

Date 3/1/83